

The Honorable Robert J. Bryan

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

JANET SEGLE,)
Plaintiff,)
v.)
PNC MORTGAGE, a division of PNC Bank,)
National Association,)
Defendant.)
No. C10-5655 RJB
DECLARATION OF
MATTHEW SULLIVAN

I, Matthew Sullivan, declare as follows:

1. ***Identity of Declarant.*** I am an attorney with Davis Wright Tremaine LLP and am counsel of record for PNC Mortgage, a division of PNC Bank (“PNC”). I have personal knowledge of the facts stated in this declaration and am competent to testify to the same.

2. ***Trustee's Deed.*** Attached as Exhibit A is a true and correct copy of a Trustee's Deed recorded with the Clallam County Auditor under Auditor No. 2011-1263801. I located this document on the website for the Clallam County Auditor, <http://vpn.clallam.net:8080/recorder/web/splash.jsp>, by searching for Assessor's Parcel Number 043020-410050, which is the parcel number identifying the property that is the subject of this lawsuit. According to the Clallam County Auditor's website, this Trustee's Deed was recorded on March 10, 2011, at 3:33 p.m.

1 I declare under the penalty of perjury that the foregoing is true and correct to the best
2 of my knowledge.

3

4 DATED this 18th day of March, 2011 at Seattle, Washington.

5

6

7 /s/ Matthew Sullivan
Matthew Sullivan

CERTIFICATE OF SERVICE

I hereby certify that on March 18, 2011, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Janet Segle: seglej@gmail.com
jseggle@olypen.com

Joshua Schaer: jschaer@rcolegal.com
tkwong@rcolegal.com

Dated this 18th day of March, 2011.

Davis Wright Tremaine LLP
Attorneys for Defendant PNC Mortgage

By /s/ Matthew Sullivan
Jonathan M. Lloyd, WSBA #37413
Matthew Sullivan, WSBA #40873
Suite 2200, 1201 Third Avenue
Seattle, Washington 98101-3045
Telephone: (206) 757-8257
Fax: (206) 757-7257
E-mail: jonathanlloyd@dwt.com
E-mail: matthewsullivan@dwt.com

EXHIBIT A

2011-1263801
Page 1 of 3 Deed
Olympic Peninsula Title Company
Clallam County Washington 03/10/2011 03:33:00 PM

After Recording Return To:
Post Sale Dept.
Northwest Trustee Services, Inc.
P.O. Box 997
Bellevue, WA 98009-0997

95151
File No.: 7886.22596/Segle, Janet

NO. 91804
CLALLAM COUNTY
TRANSACTION EXCISE TAX

DATE PAID MAR 10 2011

AMOUNT \$0
COUNTY TAX CHARGE BY
JESSICA MARCHI, C.R.

Trustee's Deed

The GRANTOR, Northwest Trustee Services, Inc., as present Trustee under that Deed of Trust (defined below), in consideration of the premises and payment recited below, hereby grants and conveys, without representation or warranty, expressed or implied, to Federal National Mortgage Association, as GRANTEE, all real property (the Property), situated in the County of Clallam, State of Washington, described as follows:

Tax Parcel No.: 04-30-20-410050

Parcel "A" of Survey recorded February 24, 1993 in Volume 26 of Surveys on Page 59 under Recording No. 682595, being a portion of the Northwest quarter of the Northeast quarter of the Southeast quarter and of the Northeast quarter of the Northwest quarter of the Southeast quarter, all in Section 20, Township 30 North, Range 4 West, W.M. Situate in the County of Clallam, State of Washington.

More accurately described as:

Parcel "A" of boundary line adjustment survey recorded February 24, 1993 in Volume 26 of surveys, page 59, under Clallam County Recording No. 682595, being a portion of the Northeast quarter of the Southeast quarter of Section 20, Township 30 North, Range 4 West, W.M., Clallam County, Washington. Situate in Clallam County, State of Washington.

Situate in Clallam County, State of Washington.

Together with an easement for ingress, egress and utilities as disclosed by Clallam County Auditor's File No. 477369.

RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Beneficiary by that certain Deed of Trust between Janet Segle a single person, as Grantor, to Old Republic Title, Ltd., as Trustee, and National City Mortgage a division of National City Bank, Beneficiary, dated 04/24/07, recorded 04/30/07, under Auditor's No. 2007 1200393, records of Clallam County, Washington.

2. The Deed of Trust was executed to secure, together with other undertakings, the payment of one or more promissory note(s) ("Note") in the sum of \$383,000.00 with interest thereon, according to the terms thereof, in favor of National City Mortgage a division of National City Bank and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

3. The Deed of Trust provided that the Property is not used principally for agricultural or farming purposes and the Grantor has no actual knowledge that the Property is used principally for agricultural or farming purposes.

4. Default having occurred in the obligations secured and/or covenants of the Deed of Trust grantor, as set forth in Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Deed of Trust grantor, or his successor in interest, and a copy of said Notice was posted or served in accordance with law.

5. PNC Bank, National Association sbm National City Mortgage a division of National City Bank, being then the holder of the indebtedness secured by the Deed of Trust, delivered to said Grantor a written request directing Grantor to sell the Property in accordance with law and the terms of the Deed of Trust.

6. The defaults specified in the "Notice of Default" not having been cured, the Grantor, in compliance with the terms of the Deed of Trust, executed and on 09/24/10, recorded in the office of the Auditor of Clallam County, Washington, a "Notice of Trustee's Sale" of the Property under Auditor's File No. 2010-1256881.

7. The Grantor, in the "Notice of Trustee's Sale", fixed the place of sale as inside the main lobby of the Clallam County Courthouse, 223 East 4th Street, City of Port Angeles, State of Washington a public place, at 10:00 o'clock a.m., and in accordance with the law caused copies of the statutory "Notice of Trustee's Sale" to be transmitted by mail to all persons entitled thereto and either posted or served prior to 90 days before the sale; further, the Grantor caused a copy of said "Notice of Trustee's Sale" to be published in a legal newspaper in each county in which the property or any part thereof is situated, once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and the seventh day before the date of sale; and further, included with the Notice, which was transmitted to or served upon the Deed of Trust grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form, to which copies of the Note and Deed of Trust were attached.

8. During foreclosure, no action by the Beneficiary, its successors or assigns was pending on an obligation secured by the Deed of Trust.

9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in chapter 61.24 RCW.

10. The defaults specified in the "Notice of Trustee's Sale" not having been cured ten days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on March 4, 2011, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Grantor then and there sold the Property at public auction to said Beneficiary, the highest bidder therefore, for the sum of \$433,565.09. Beneficiary then directed Grantor to issue this Trustee's Deed directly to Grantee.

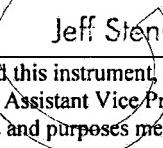
This conveyance is made without representations or warranties of any kind, expressed or implied. By recording this Trustee's Deed, Grantee understands, acknowledges and agrees that the Property was purchased in the context of a foreclosure, that the trustee made no representations to Grantee concerning the Property and that the trustee owed no duty to make disclosures to Grantee concerning the Property, Grantee relying solely upon his/her/their/its own due diligence investigation before electing to bid for the Property.

DATED: March 8, 2011

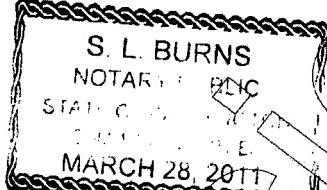
GRANTOR
Northwest Trustee Services, Inc.

By 
Assistant Vice President
Northwest Trustee Services, Inc.

STATE OF WASHINGTON)
)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that  is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 8, 2011




NOTARY PUBLIC in and for the State of
Washington, residing at King Co.
My commission expires: 03/28/2011